The Goodyear Tire & Rubber Company *and* United Rubber, Cork, Linoleum and Plastic Workers of America, Local 44, United Rubber, Cork, Linoleum and Plastic Workers International Union, AFL-CIO. Case 21-CA-22533

20 July 1984

DECISION AND ORDER

BY MEMBERS ZIMMERMAN, HUNTER, AND DENNIS

On 29 February 1984 Administrative Law Judge Michael D. Stevenson issued the attached decision. The Respondent filed exceptions and a supporting brief.

The National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

The Board has considered the decision and the record in light of the exceptions and brief and has decided to affirm the judge's rulings, findings,[1] and conclusions and to adopt the recommended Order.

ORDER

The National Labor Relations Board adopts the recommended Order of the administrative law judge and orders that the Respondent, The Goodyear Tire & Rubber Company, Los Angeles, California, its officers, agents, successors, and assigns, shall take the action set forth in the Order.

[1] In his decision, the judge inadvertently stated that the incident underlying the written warning herein dispute occurred on 21 and 22 June 1983; the correct dates are 21 and 22 July 1983.

DECISION

STATEMENT OF THE CASE

MICHAEL D. STEVENSON, Administrative Law Judge. This case was tried before me at Los Angeles, California, on January 4, 1984,[1] pursuant to a complaint issued by the Regional Director for the National Labor Relations Board for Region 21 on October 14, based on a charge filed by United Rubber, Cork, Linoleum and Plastic Workers of America, Local 44, United Rubber, Cork, Linoleum and Plastic Workers International Union (the Union) on August 31 (original) and October 7 (first amended). The complaint alleges that The Goodyear Tire & Rubber Company (Respondent) has engaged in certain violations of Section 8(a)(1) and (3) of the National Labor Relations Act.

[1] All dates herein refer to 1983 unless otherwise indicated.

[2] At fn. 12 of his brief, the General Counsel suggests that a deferral issue might be present in this case. After discussion, he concludes that deferral is inapplicable. I note that the issue of deferral was not raised at hearing, and Respondent does not address the matter in its brief. Accordingly, because no party requested the Board to defer to arbitration, I will not consider that issue. *Carillon House Nursing Home*, 268 NLRB 589 (1984).

Issues[2]

Whether on or about August 4 Respondent violated the Act by issuing a written warning to employee Antonio Alvarado because Alvarado engaged in union or other protected concerted activities for the purposes of collective bargaining or other mutual aid or protection.

All parties were given full opportunity to participate, to introduce relevant evidence, to examine and cross-examine witnesses, to argue orally, and to file briefs. Briefs, which have been carefully considered, were filed on behalf of General Counsel and Respondent.

On the entire record of the case, and from my observation of the witnesses and their demeanor, I make the following

FINDINGS OF FACT

I. RESPONDENT'S BUSINESS

Respondent admits that it is a corporation engaged in the manufacture, sale, and distribution of tires and other rubber products and that it operates a warehouse distributing facility located in Los Angeles, California. It further admits that during the past year, in the course and conduct of its business, it has sold and shipped goods, products, and materials valued in excess of $50,000 to customers outside the State of California. Accordingly it admits, and I find, that it is an employer engaged in commerce and in a business affecting commerce within the meaning of Section 2(2), (6), and (7) of the Act.

II. THE LABOR ORGANIZATION INVOLVED

Respondent admits, and I find, that United Rubber, Cork, Linoleum and Plastic Workers of America, Local 44, United Rubber, Cork, Linoleum and Plastic Workers International Union is a labor organization within the meaning of Section 2(5) of the Act.

III. THE ALLEGED UNFAIR LABOR PRACTICE

A. *The Facts*

Respondent owns and operates a 300,000-square-foot warehouse used for the shipping and receiving of tires. Located in Los Angeles, the warehouse has approximately 40 warehouse personnel and 6 supervisors divided into 2 shifts, 7 a.m.–3 p.m. and 3 to 11 p.m. The Union represents the warehouse personnel and the most recent collective-bargaining agreement is effective from June 29, 1982, through and including June 28, 1985. (Jt. Exh. 1.)

One of the persons employed in Respondent's warehouse is Joseph Hodel, a witness at the hearing. On or about June 21, on the 3–11 p.m. shift, he was unloading tires from a boxcar. During the course of his shift, Hodel discovered that another employee named Tony Tobin, who did not testify, was employed pulling orders. Under the job assignment system then in use in the warehouse, employees bid daily by seniority on one of three jobs; unloading tires from boxcars, unloading tires from con-

tainers, or pulling orders, i.e., filling tire orders from inventory for Respondent's customers. At the beginning of the shift, Tobin was initially assigned to unload containers but, for reasons which do not appear of record, Tobin was later assigned to pull orders. Because Hodel was senior to Tobin, and because Hodel considered order puller a more desirable job than boxcar unloader, Hodel decided to protest his job assignment for the shift in question.

First, Hodel talked to Arthur Barron, the night shift supervisor, but Barron refused to change assignments. Next, Hodel discussed the matter with the steward, John Avila. Like Barron, he indicated no interest in resolving the dispute.

The following day, June 22, Hodel talked to a third person about the matter. This was Chief Steward Antonio Alvarado, a witness at the hearing. The conversation between the two men occurred about 2:45 p.m., just before Alvarado finished his day shift and just before Hodel began his night shift. On hearing Hodel's report, Alvarado said, "Don't worry, we'll get it taken care of." Then Alvarado strode over to the front office where he had a conversation with Orville Stine, the day supervisor.

In a loud tone of voice and while pointing his finger on the counter for emphasis, Alvarado shouted, "What kind of problems are we having now, we've had problems like this before." Then Alvarado launched into the seniority rights of Hodel and the facts regarding the latter's complaint. While this was occurring, three or four other persons were in and around the front office area. Apparently, some or all of them were Respondent's customers, there to arrange for various shipments of tires. Another person was also nearby. This was Thomas Broudy, the zone warehouse supervisor, in charge of warehouse operations for both shifts.

Broudy had been doing some work in an adjoining office, but was attracted by Alvarado's loud entreaties to Stine. He left his office and stood close to the two men for up to 1–2 minutes, but said nothing. Stine told Alvarado to stop pointing his finger at him. Then, Broudy claimed he was called away by a fire alarm which turned out to be false.

Meanwhile, Alvarado reported back to Hodel, who had remained outside the office area, that he had not been successful with Stine. Then, a few moments later, Broudy returned to the area and Hodel decided to handle the matter himself. Using a different approach from Alvarado, Hodel explained to Broudy what had happened the night before. To this report, Broudy replied that Hodel had every right to come out of the boxcar and work as an order puller. Broudy promised to discuss the matter with Night Supervisor Barron. At this point, Alvarado, who had been about 3–4 feet away from Hodel, engaged Broudy in heated conversation. There is some conflict as to exactly what was said. Alvarado claimed that Broudy said words to the effect that "I wouldn't treat somebody like you fair if you had 30 years to work in a place like this." Hodel testified on rebuttal that it sounded like, "If you were here for 30 years I wouldn't be fair." According to Broudy, he stated, "I've got 30 years with this company, and I'm just as fair with you as I am with anyone else." Because Alvarado was not generally a credible witness as I demonstrate below, I do not credit his testimony on this point. What is important is that according to Hodel, he had received satisfaction on his oral grievance after talking to Broudy, and that so far as he, Hodel, was concerned, the matter was closed. Indeed, the parties stipulated that the grievance was settled at this moment.

Broudy testified that, in light of Alvarado's conduct with Stine, he intended to discipline the former with a written letter of reprimand. This was not done until August 4. The custom and practice at Respondent's warehouse was to issue written reprimands within 2–3 days of the alleged infraction. Broudy did not dispute this, but explained that he had left on a week's vacation on or about July 23, a Saturday, and could not attend to the Alvarado matter until his return. On rebuttal, Union President Terrance Skotnes testified that on July 27 he attended a third-step grievance meeting with three management representatives: Jack Jansen, a witness at the hearing, Stine, who did not testify, and Broudy. I credit the testimony of Skotnes and find that Broudy was not on vacation for the entire week after July 22.

Meanwhile, Alvarado complained to Skotnes that he was being harassed on the job. So Skotnes arranged a meeting for August 3 in the office of Jansen, Respondent's regional manager for human relations development. The meeting lasted about 30 minutes or so and consisted primarily of Alvarado describing four incidents of alleged harassment by management representatives. According to Alvarado, one of his problems was caused by Broudy, who was telling other persons in the warehouse to strike Alvarado with a mechanical cart. Broudy had allegedly done this on several occasions. Alvarado had never filed a grievance about this, nor was he even very concerned, because, according to his testimony, "I'm covered by Goodyear's insurance. So, if they hit me, they're going to pay for it one way or another." Broudy denied that he had ever told anyone to run over Alvarado and both Skotnes and Jansen denied that the matter was even discussed at all at the August 3 meeting. I find that this subject was never discussed at the meeting and that Broudy never told anyone to run over Alvarado.

Two other elements of alleged harassment which Alvarado said he raised at the August 3 meeting concerned not being permitted to use the bathroom in the front office area or even come up to the front office at all. Jansen recalls only the latter being discussed and resolved, by Jansen stating that, as long as Alvarado's supervisor has consented to his absence from his duty station, there would be no objection to Alvarado's being in the area near the office. Jansen also testified that he saw Alvarado frequently in the forbidden area anyway.

Finally, all agree that Alvarado raised the issue of being unfairly required to take his tow motor with him when he went on break. Alvarado was usually assigned to door 21, and Respondent's management apparently felt that leaving the machine unattended might expose it to theft. Another aspect of the problem concerned Alvarado's occasional inability to remember to take the tow motor back to door 21 after his break was over. Al-

though Stine had reminded him on several occasions, Stine also stated a short time before the meeting that he was tired of having to remind Alvarado and that the latter would have to remember on his own or face disciplinary action. After discussion, this matter also appeared to be resolved on an amicable basis.

On August 4, Alvarado received a letter from Broudy. This letter (G.C. Exh. 2a) reads as follows:

> Mr. A. Alvarado
> Chief Steward Local #44
> Los Angeles, California
>
> Subject: Warning Letter
>
> Dear Mr. Alvarado:
>
> This letter is a written warning on your conduct toward Mr. Orville Stine, Warehouse Foreman, on July 22, 1983, at 2:55 PM.
>
> Mr. Alvarado, you were verbally warned by myself on October 7, 1982 about your conduct at Door 21.
>
> On the date of July 22, 1983, you stormed into the shipping office yelling at Mr. Stine and banging your fist on the counter demanding that warehousemen, Joe, has seniority rights. Mr. Stine told you "I don't yell at you, you don't yell at me and quit pounding on the counter."
>
> I feel this was one of the worst outbursts from a Union representative I have ever witnessed in a place where business was being conducted. This demonstrates the type tactics you use to conduct Union business. I insist you correct your behavior when conducting Union business or you will force me to take further disciplinary action.
>
> /s/ T W Broudy
> Zone Warehouse Superintendent
>
> T W Broudy
> cc: T Skotnes, Vice President Local #44
> J Hetrick, Jr., Mgr Zone Distr Svcs
> J Jansen, Mgr Hrd

A copy of the letter to Alvarado was also sent to Skotnes. (G.C. Exh. 2(b).)

Contrary to a statement in the letter, Alvarado denied that he had ever received an oral warning on October 7, 1982, as alleged in the warning letter. While admitting there had been an incident with a person named "Ginger," and that he had discussed the incident with Broudy, Alvarado denied that he had been told he was receiving an oral warning, or that he was otherwise aware of this fact. Broudy testified that he had clearly told Alvarado that he was being given an oral warning. No copy of any documentation of an oral warning for Alvarado was ever given to the Union, and no documentation was ever placed in Alvarado's personnel file. A copy of Broudy's own documentation of Alvarado's oral reprimand was received into evidence. (R. Exh. 3) This document was allegedly kept by Broudy in a separate file and there is no evidence that anyone from the Union, not to say Alvarado, had ever seen the document or was even aware of its existence.

On or about September 12, Alvarado asked Hodel to sign a formal written grievance concerning the events of July 21. (R. Exh. 1.) When Hodel protested that the matter had been closed on July 22 after the discussion with Broudy referred to above, Alvarado said that the grievance was for his private records only. Instead of keeping the grievance in his records, Alvarado filed the document on or about September 12 by placing it on the desk of Stine. When asked at hearing why he had filed this grievance, Alvarado untruthfully testified because Hodel kept asking him what had happened to his grievance. In fact, Hodel did ask Alvarado subsequent to the filing of the grievance why he had filed it, and Alvarado responded that Hodel's case had not been settled. To this, Hodel responded that the case had been settled. On or about November 3, the Union withdrew the grievance without Respondent ever having acted on it.

B. *Analysis and Conclusions*

I begin by noting that the discipline at issue in this case arose out of Alvarado's performance of his duties as chief steward. As a general rule, performance of steward functions by an employee is a protected activity.[3] One of the most important steward functions is the filing of grievances. When filing and processing grievances, stewards are protected by the Act even if they "exceed the bounds of contract language, unless the excess is extraordinary, obnoxious, wholly unjustified, and departs from the *res gestae* of the grievance procedure."[4]

To measure the conduct of Alvarado against the above standard of conduct set by the Board, I turn to the record. First, Alvarado has been Respondent's employee for 16 years, and chief steward for 3–4 years. Except for an incident with a person named Ginger, Alvarado's employment history has generally been acceptable. By comparison, Alvarado's credibility in this case is poor. Accordingly, the facts and circumstances from his point of view must be closely scrutinized.

In addition to Alvarado's employment history, I find that other aspects of the instant case are not subject to serious dispute. For example, I find that Alvarado was acting in good faith in presenting Hodel's grievance to Stine. Further, even though the merit of Hodel's grievance is irrelevant to the determination of whether Alvarado's conduct was protected, under the Act,[5] I find in this case that the grievance had merit and was resolved almost immediately. For the reasons stated above, and because Alvarado never departed from the res gestae of the grievance, I find that the General Counsel has established a prima facie case of violation of Section 8(a)(1). Accordingly, I turn to the gist of the case: whether Alvarado in his role of chief steward, presenting a grievance to Stine, exceeded "the bounds of lawful conduct in a moment of animal exuberance or in a manner not motivated by improper motives."[6]

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[3] *McGuire & Hester*, 268 NLRB 265 fn. 1 (1983).
[4] *Union Fork & Hoe Co.*, 241 NLRB 907, 908 (1979).
[5] *Wagner-Smith Co.*, 262 NLRB 999 fn. 2 (1982).
[6] *Union Fork & Hoe Co.*, supra, 241 NLRB at 908.

I find that Alvarado did not remove himself from the protection of the Act during his encounter with Stine. As a basis for this conclusion, I note several factors. One of the most striking is the failure of Respondent to call Stine as a witness. Although Stine is a current employee, and although Stine was allegedly most affronted by Alvarado's behavior, no reason was given for his absence from the case. Accordingly, I draw an adverse inference from his absence, which I weigh against Respondent in this case.[7]

Next, I turn to Alvarado's conduct on July 22. I find that he did in fact raise his voice and point with his finger on the counter in the front office. Assuming without finding, that some of Respondent's customers were in the immediate area, I find that no disruption occurred, the incident lasted for 1–2 minutes, and was not considered serious by either Stine or Broudy at the time.[8]

Respondent contends that certain undisputed elements remove Alvarado's behavior from the protection of the Act. (Br. 4–5)

(1) That Alvarado failed to ask for a private meeting with Stine. This is true, but neither did Stine or Broudy suggest such a private meeting.

(2) That Alvarado was speaking loudly and beating his finger repeatedly on a counter. I find this to be factual and note that in his opening remarks to Stine Alvarado made reference to some prior similar breach of the contract. I also note that Alvarado did not use profanity and was not personally abusive or threatening toward Stine.

(3) Alvarado disrupted Respondent's business and made a public spectacle before certain of Respondent's customers. None of Respondent's customers testified to describe the scene. Broudy, attracted from another office by Alvarado's loud voice, stood nearby and said nothing for up to 1–2 minutes. This does not seem very serious to me, especially noting the warehouse setting where it occurred.

The failure of Broudy to take immediate action on July 22 becomes more striking when one considers the date of the letter of reprimand, August 4. This delay was first explained by Broudy's testimony that he had taken a 1-week vacation. This testimony cannot be credited, however, because Skotnes testified that on July 27, Broudy participated in a third step grievance meeting with him.

The General Counsel contends that the delayed letter of reprimand is important for two reasons. Not only does it impeach the claim of Respondent that Alvarado was insubordinate on July 22[9] (I find that he was not, at least not to a degree to render his conduct unprotected) but also indicates that the real reason for the letter was to punish Alvarado for seeking the assistance of the Union at the August 3 meeting.

There is certainly evidence to support the General Counsel's alternative theory. For example, no one mentioned at the meeting that Alvarado was about to receive a letter of reprimand for his conduct of July 22. Given the purpose of the meeting between Respondent and the Union, i.e., to air Alvarado's complaints of alleged harassment, it would have been expected that Broudy would have mentioned the letter, so the basis for it could have been discussed. Failure to mention the letter under the circumstances suggests to me that Broudy did not decide on it until the meeting had been concluded.

All of the above seems possible to me, but I decline to make findings on this aspect of the case. First, as noted above, it is difficult to determine exactly what was said by Alvarado at the meeting. Part of what he claims to have said is contradicted by other witnesses who are credible. If Alvarado did complain that Broudy was telling other employees to strike him with a mechanical cart, such a complaint was a total fabrication. In fact, the purpose of Alvarado's entire series of complaints at the August 3 meeting seems to be identical to the solicitation and filing of the September 12 Hodel grievance. This purpose may have been a bad-faith abuse of the grievance system, undertaken to provide an unnecessary defense to Alvarado's protected conduct on July 22.[10] However, it is unnecessary to resolve with certainty the various questions arising out of the August 3 meeting as reflected in the present paragraph and the one preceding it.

I find without any doubt that Respondent has violated Section 8(a)(1) of the Act by its issuance of the letter of reprimand to Alvarado for presenting a grievance to management while performing his job as chief steward.[11] I further find that it is unnecessary to decide whether Respondent's conduct also violated Section 8(a)(3) of the Act inasmuch as the remedy necessary to effectuate the policies of the Act would be identical in either case.[12]

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[7] *Martin Luther King, Sr., Nursing Center*, 231 NLRB 15 fn. 1 (1977).

[8] Compare Alvarado's behavior to that of the steward in *Postal Service*, 268 NLRB 274 (1983). There the Board found that the General Counsel had proven a prima facie case because a warning letter showed on its face that it was motivated in part by the steward's promise to file multiple grievances over a dispute regarding timecards. The Board went on to find contrary to the administrative law judge that respondent would have disciplined the steward even in the absence of his protected activity. In the instant case, I find that Respondent would not have disciplined in the absence of the protected activity.

[9] It was the custom and practice of Respondent to issue letters of reprimand within 2–3 days of any alleged infraction. No credible reason was given why Alvarado's letter was issued almost 2 weeks after the alleged infraction.

[10] Alvarado's bad faith is much more apparent with the ill-advised filing of the Hodel grievance. By then, Alvarado had already received the letter of reprimand. On August 3, he may only have suspected that it would be issued. In any case, I agree with the General Counsel that the September 12 filing of the Hodel grievance is essentially irrelevant to the violation of the Act which occurred on August 4. I further note the case of *Teamsters Local 294 (Island Dock Lumber)*, 145 NLRB 484, 492 (1963), enfd. 342 F.2d 18 (2d Cir. 1965), where the Board stated that the "clean-hands doctrine" of equity does not operate against a charging party (or alleged discriminatee) since proceedings such as this are not for the vindication of private rights but are brought in the public interest and to effectuate statutory policy.

[11] In *Crown Central Petroleum Corp. v. NLRB*, 430 F.2d 724 (5th Cir. 1970), two employees presented a grievance to management on May 9, 1968. The next day, one of the two received a reprimand letter for "abusive and insubordinate language directed at supervisors." The conduct found to be protected was much more egregious than that engaged in by Alvarado. The Board had affirmed an 8(a)(1) violation, but reversed the trial examiner's finding of an 8(a)(3) violation. The Court enforced the Board's order.

[12] *Universal City Studios*, 253 NLRB 1013, 1017–18 (1981).

In conclusion, I also need not determine whether Alvarado's encounter with Broudy on October 7, 1982, after an incident with Ginger, was an oral reprimand for purposes of Respondent's progressive disciplinary procedure, the next step of which is the issuance of a written letter of reprimand.[13]

CONCLUSIONS OF LAW

1. Respondent, The Goodyear Tire & Rubber Company, is engaged in commerce within the meaning of Section 2(6) and (7) of the Act and it will effectuate the purposes of the Act to assert jurisdiction herein.

2. The Union, United Rubber, Cork, Linoleum and Plastic Workers of America, Local 44, United Rubber, Cork, Linoleum and Plastic Workers International Union, is a labor organization within the meaning of Section 2(5) of the Act.

3. The following employees of Respondent constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

> All employees employed in the warehouse, located in Los Angeles, California, exclusive of office clerical employees, watchmen and guards, professional employees and supervisors as defined in the National Labor Relations Act. [See Jt. Exh. 1.]

4. At all times material herein, the Union has been the duly designated exclusive representative of the employees in the aforesaid appropriate unit.

5. On or about August 4, Respondent issued a written letter of reprimand to employee and Chief Steward Antonio Alvarado.

6. By issuing said letter of reprimand to Alvarado for performing protected concerted activities, Respondent has violated Section 8(a)(1) of the Act.

THE REMEDY

Having found that Respondent has violated Section 8(a)(1) of the Act, I will recommend that it be ordered to cease and desist therefrom and take certain affirmative action as set forth below designed to effectuate the policies of the Act.

On these findings of fact and conclusions of law and on the entire record, I issue the following recommended[14]

ORDER

Respondent, The Goodyear Tire & Rubber Company, Los Angeles, California, its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Issuing written letters of reprimand to union stewards or other employees for presenting grievances to management, or for engaging in other protected concerted activity.

(b) In any like or related manner interfering with, restraining, or coercing employees in the exercise of their rights to self-organization, to form, join, or assist labor organizations, to bargain collectively through representatives of their own choosing, and to engage in other concerted activities for the purposes of collective bargaining or other mutual aid or protection, or to refrain from any and all such activities.

2. Take the following affirmative action necessary to effectuate the purposes and policies of the Act.

(a) Rescind the letter of reprimand issued to employee Antonio Alvarado on August 4.

(b) Expunge from all files and records, including but not limited to any private files kept by supervisors, any reference to the disciplinary letter of August 4 issued to employee Antonio Alvarado and notify him in writing that this has been done and that evidence of this unlawful discipline will not be used as a basis for future personnel actions against him.[15]

(c) Post at its Los Angeles, California warehouse copies of the attached notice marked "Appendix."[16] Copies of the notice, on forms provided by the Regional Director for Region 21, after being signed by Respondent's authorized representative, shall be posted by Respondent immediately upon receipt and maintained for 60 consecutive days in conspicuous places including all places where notices to employees are customarily posted. Reasonable steps shall be taken by Respondent to ensure that the notices are not altered, defaced, or covered by any other material.

(d) Notify the Regional Director in writing within 20 days from the date of this Order what steps Respondent has taken to comply.

[13] Alvarado denied that he had ever received an oral reprimand on October 7, 1982, and his personnel file did not reflect that he had.

[14] If no exceptions are filed as provided by Sec. 102.46 of the Board's Rules and Regulations, the findings, conclusions, and recommended Order shall, as provided in Sec. 102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.

[15] *Sterling Sugars*, 261 NLRB 472 (1982).

[16] If this Order is enforced by a Judgment of a United States Court of Appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."

APPENDIX

NOTICE TO EMPLOYEES
POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government

The National Labor Relations Board has found that we violated the National Labor Relations Act and has ordered us to post and abide by this notice.

WE WILL NOT issue written letters of warning to union stewards or other employees who are presenting grievances to management, or are engaged in other protected concerted activities.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce employees in the exercise of the rights guaranteed them by Section 7 of the National Labor Relations Act.

WE WILL rescind the letter of reprimand issued to employee Antonio Alvarado on August 4, 1983.

WE WILL expunge from our files, including but not limited to any private files kept by our supervisors, any references to the disciplinary letter of August 4 issued to Alvarado and WE WILL notify him that this has been done and that evidence of this unlawful discipline will not be used as a basis for future personnel actions against him.

THE GOODYEAR TIRE & RUBBER COMPANY